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settled that interference with labor contracts by inducing laborers to break their contracts of employment will be restrained. *Enterprise Foundry Co. v. Iron Moulders Union*, 149 Mich. 31; *O'Neil v. Behanna*, 182 Pa. 238; *Coal Co. v. South Wales Miner's Federation* [1903] 2 K. B. 545; *Employing Printers Club v. Dr. Blosser Co.*, 122 Ga. 509; *Knudsen v. Benn*, 123 Fed. 636; *Jersey City Printing Co. v. Cassidy*, 63 N. J. Eq. 759. Whether peaceful picketing, for purposes of persuasion and argument, to induce employees to leave the service of an employer, or to refrain from seeking employment, in the absence of a contract of service, will be restrained is a question upon which the courts are not in harmony. If the picketing is accompanied with threats, violence, or insulting language which in any way tends to coerce or intimidate, it will be enjoined. *Southern Ry. Co. v. Machinist's Union*, 111 Fed. 49; *Union P. R. Co. v. Ruef*, 120 Fed. 124; *Christensen v. Kellogg Switchboard Co.*, 110 Ill. App. 61; *Underhill v. Murphy*, 117 Ky. 640; *Standard Tube Co.*, 7 Ohio N. P. 87; *Jones v. Maher*, 116 N. Y. Supp. 180; *Baltic Mining Co. v. Houghton Circuit Judge*, 177 Mich. 632; *Cumberland Glass Mfg. Co. v. Glass Bottle Blower's Ass'n*, 59 N. J. Eq. 49. There are some cases holding that all picketing will be enjoined, and this would seem to be the tendency of the more recent decisions. In the leading case of *Vegeahn v. Guntner*, 167 Mass. 92, ALLEN, J., says in support of the rule, "Intimidation is not limited to threats of violence or of physical injury to person or property. It has a broader signification, and there also may be a moral intimidation which is illegal. Patrolling or picketing under some circumstances has elements of intimidation." So in *Atchison etc. R. Co. v. Gee*, 139 Fed. 582 it was said, "There is and can be no such thing as peaceful picketing, any more than there can be chaste vulgarity or peaceful mobbing, or lawful lynching. When men want to converse, or persuade, they do not organize a picket line." In accord with the above are *Pierce v. Stablemen's Union*, 156 Cal. 70; *A. R. Barnes v. Chicago Typographical Union*, 232 Ill. 424; *Franklin Union v. People*, 220 Ill. 535; *In Re Langell*, 178 Mich. 305, 144 N. W. 841; *Beck v. Teamsters Protective Union*, 118 Mich. 497. Persuasion too emphatic, or too persistent, may become a form of unlawful intimidation. *Otis Steel Co. v. Local Union*, 110 Fed. 698, as also may picketing in unreasonably large numbers, irrespective of any actual violence. *Pope Motor Car Co. v. Keegan*, 150 Fed. 148; *Goldfield Consol. Mines Co. v. Goldfield Miner's Union*, 159 Fed. 500. See further 4 MICH. L. REV. 406 and 10 MICH. L. REV. 68.

INSURANCE—VOLUNTARY EXPOSURE TO UNNECESSARY DANGER.—Defendant company insured plaintiff's husband under a policy providing for payment of \$2,000 for death by accident, subject to the condition that the insurer did not assume liability where the accident resulted from "voluntary exposure to unnecessary danger." The insured came to his death in a fight with X; the evidence tended to show that the insured began the fight by striking X, but that the latter then took the offensive and killed the insured. Defendant denied liability on the ground that death was due to a voluntary exposure to unnecessary danger. *Held*, the evidence was competent and sufficient to establish that the death of the insured was not due to a "voluntary exposure."

(LUMPKIN, J. and FISH, C. J. dissenting.) *Empire Life Ins. Co. v. Johnson*, (Ga. 1914), 82 S. E. 893.

The majority opinion is based on the ground that a condition of "voluntary exposure to unnecessary danger" is operative only where the act is wilful and where there is some degree of *consciousness* of the actual danger which results in the accidental death. This conclusion finds support in several other cases where the facts were essentially the same. *Campbell v. Fid. & Cas. Co.*, 109 Ky. 661; *Collins v. Fid. & Cas. Co.*, 63 Mo. App. 253; *Union Cas. Co. v. Harroll*, 98 Tenn. 591. It also seems to be in accordance with the general view as to what constitutes "voluntary exposure." Practically all jurisdictions interpret this term as meaning more than mere contributory negligence or want of due care. *Miller v. Am. Mut. Acc. Co.*, 92 Tenn. 167; *Follis v. U. S. Mut. Acc. Ass'n.*, 94 Ia. 435; *Equitable Ins. Co. v. Osburn*, 90 Ala. 201; *Trav. Ins. Co. v. Mitchell*, 47 U. S. App. 260; *Shevlin v. Am. Mut. Acc. Ass'n.*, 94 Wis. 180; *Trav. Ins. Co. v. Randolph*, 78 Fed. 754; *Keene v. New Eng. Acc. Ass'n.*, 161 Mass. 149; *Garcelon v. Com. Trav. Ass'n.*, 195 Mass. 531; and some courts have even declared that the term means a conscious or intentional exposure involving gross or wanton negligence. *Johnson v. Acc. Co.*, 115 Mich. 86. The Wisconsin Supreme Court in *Bakalers v. Cont. Cas. Co.*, 122 N. W. 721, declared that "three elements are essential to this excuse from liability—(1) Conscious knowledge of the danger; (2) Intentional or wilful exposure to it; and (3) that danger shall be unnecessary." The second element, that of consciousness of real substantial danger, has been relied on by most courts as the essential to "voluntary exposure." *Traveller's Ins. Co. v. Randolph*, 78 Fed. 754; *Keene v. New Eng. Mut. Acc. Ass'n.*, 161 Mass. 149; *De Loy v. Trav. Ins. Co.*, 171 Pa. 1; *Burkhard v. Trav. Ins. Co.*, 102 Pa. 263; *Miller v. Am. Mut. Acc. Ins. Co.*, 92 Tenn. 167; *Fidelity Co. v. Littig*, 181 Ill. 111; *Ashenfelter v. Emp. Liability Corp.*, 87 Fed. 682; *Collins v. Bankers Ins. Co.*, 96 Ia. 216; and the Michigan Supreme Court has even declared that the "danger must be obvious." *Hunt v. U. S. Acc. Ass'n.*, 146 Mich., 521.

LIBEL AND SLANDER—QUALIFIED PRIVILEGE.—Plaintiff, a minister of the gospel, and defendants, were members of the Colored Baptist Church. During a campaign for state prohibition, plaintiff opposed the adoption of the constitutional amendment to that effect. Defendants, at various conventions of said church, made statements to the effect that plaintiff was a rascal, a whiskey agent, a disgraceful saloon-puller, etc., and introduced resolutions expelling him from membership. *Held*, That the occasion was qualifiedly privileged, and that in the absence of malice being shown, no action could be maintained; but that the statements made were so intemperate, and the epithets applied so vile, as to be alone sufficient to carry the question of malice to the jury. *Dickson v. Lights, et al.*, (Tex. Civ. App., 1914), 170 S. W., 834.

The doctrine of this case may be sustained on the ground that a church conference of this kind, called for the purpose of discussing matters pertaining to the welfare and discipline of the church, is a quasi-judicial body. *Farnsworth v. Storrs*, 5 Cush. (Mass.), 412. It is well settled that members